

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF ARLINGTON FOR TERRACE PARK IMPROVEMENTS

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF ARLINGTON FOR TERRACE PARK IMPROVEMENTS (this "Agreement"), is made and entered into this 22nd day of April, 2019, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF ARLINGTON, a Washington municipal corporation (the "City"), pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2007 Comprehensive Parks and Recreation Plan, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

B. The County Executive and the County Council have determined that it is consistent with the Comprehensive Parks and Recreation Plan and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. The County Council approved Ordinance 16-094, dated on November 14, 2016, which adopted the 2017-2022 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan, and is included as Attachment A, incorporated herein by this reference; and

D. The Council adopted the 2019 Priority Package Detail #619 include funding for certain capital improvement projects, including funding to the City of Arlington, for construction and improvements to Terrace Park in an amount up to Forty Thousand and no/100 Dollars (\$40,000.00) in REET 2 funds (the "Funds") for the purpose of helping with the funding required to reconstruct turf terraces that serve the amphitheater. These dollars will be used to fund what is titled "Terrace Park Improvements" project ("Project"); the Priority Package Detail is included as Attachment B, incorporated herein by this reference, and

E. The City of Arlington has provided the following; a written request to the County for the funds (Attachment C, incorporated herein by this reference), a description of the project (Attachment D, incorporated herein by this reference), a confirmation from the City indicating ownership interest in the property (Attachment E, incorporated herein by this reference), and a description of the City's involvement and on-going role in planning, design, development, maintenance, and operation of the Project (Attachment F, incorporated herein by this reference); and

F. Pursuant to this Agreement and Chapter 39.34 RCW, the County wishes to provide and the City wishes to accept the above-described Funds from the County.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the Funds to the City's project located at TERRACE PARK, 805 East Fifth Street, Arlington, WA (the "Park Property"). Planned site enhancements include reconstruction of the turf areas that serve the amphitheater at the Park Property in the City of Arlington on property owned by the City of Arlington.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2020, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Tom Teigen, Director
Snohomish County Parks and
Recreation Department
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6617 phone
(425) 388-6645 facsimile
Tom.Teigen@snoco.org

City's Initial Administrator:

Paul Ellis
City Administrator
238 N. Olympic
Arlington, WA 98223
pellis@arlingtonwa.gov
(360) 403-4603

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the real property or easements upon which the Project shall be executed and additional real property or easements are not needed to complete the Project.

4.2 City's Financial and Staff Commitment. The City certifies to the County that the City has monies sufficient to develop and complete the project as identified in Attachment D, and maintain and operate Phase 1 of the project without additional County monies needed under the terms of this Agreement by the Project deadline identified in Section 4.3 below (the "City's Financial Commitment").

4.3 Project Deadline. On or before December 31, 2020, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the Park Property, whichever comes first, the City shall install at the Park Property a plaque in a form approved by the County that indicates that the County is a financial sponsor or contributor of the Project;

4.4.2 The City shall invite the County to all events promoting the Project or Park Property and recognize the County at all such events as a financial sponsor of the Project;

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and City Property. The County makes no commitment to support the Project or Park Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Park Property except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the Park Property available to all County residents on the same terms as to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2020, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project.

5.2 **Accounting.** The City shall maintain a system of accounting and internal controls which complies with generally accepted accounting principles and governmental accounting and financial reporting standards in accordance with Chapter 40.14 RCW.

5.3 **Recordkeeping.** The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

6. **Independent Contractor.** The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. **Indemnification/Hold Harmless.**

The City shall assume the risk of liability for damage, loss, costs and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Park Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Park Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

8. **Liability Related to City Ordinances, Policies, Rules and Regulations.**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. **Insurance.**

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in

connection with exercise of the rights and privileges granted by this Agreement, by the City, his agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City. For purposes of this paragraph, participation in a voluntary risk management pool such as Washington Cities Insurance Authority with comparable limits shall be deemed sufficient insurance.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days' Notice. Except as provided in Sections 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than

thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete Phase 1 of the Project by December 31, 2020, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. Neither party in any legal action shall be entitled to attorneys' fees or court costs accrued during mediation or any legal action regarding this Agreement.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.


15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By  _____

Name: Dave Somers
Title: County Executive

KEN KLEIN
Executive Director

CITY:

City of Arlington, a Washington
municipal corporation

By  _____

Name: Barbara Tolbert
Title: Mayor

Approved as to Form:



Deputy Prosecuting Attorney

Approved as to Form:



City Attorney

ATTACHMENT A

Ordinance 16-094

ATTACHMENT A

Ordinance 16-094



CO00050592

ADOPTED: 11/14/16
EFFECTIVE: 12/08/16

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

AMENDED ORDINANCE NO. 16-094

RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING THE 2017-2022
CAPITAL IMPROVEMENT PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN

WHEREAS, the Growth Management Act (GMA), chapter 36.70A RCW, requires counties to adopt, as part of a GMA comprehensive plan ("GMACP"), a capital facilities element that includes a six-year plan providing for the financing of capital facilities within projected funding capacities and clearly identifying sources of public money for such purposes; and

WHEREAS, Snohomish County (the "County") addresses this requirement by annually adopting a capital improvement program as an adjunct to its annual budget; and

WHEREAS, GMA Goal 12, RCW 36.70A.020(12), regarding public facilities and services, addresses the need to ensure the adequacy of public facilities and services to serve the development at the time the development is available for occupancy and without decreasing the current levels of service below locally established minimum standards; and

WHEREAS, RCW 36.70A.130(2)(a)(iv) allows the County to amend the GMACP more frequently than once per year if the amendment is to the capital facilities element and occurs concurrently with the adoption or amendment of the County's budget; and

WHEREAS, GMACP - General Policy Plan (GPP) Capital Facilities Objective 1.B and associated policies require the County to develop a six-year financing program for capital facilities that meets the requirements of the GMA; and

WHEREAS, the Snohomish County Council (the "County Council") first adopted a capital facilities plan as required by the GMA, the 1995-2000 Capital Plan, along with other mandatory elements of Snohomish County's GMACP, on June 28, 1995; and

WHEREAS, on June 10, 2015, the County Council adopted the 2015 Comprehensive Plan Update, which included reassessment and updates to the Land Use Element, Transportation Element, Parks and Recreation Element, Capital Facilities Plan Element, Future Land Use Map, and regulations and policies; and

WHEREAS, the 2015 Capital Facilities Plan Element ("2015 CFP") establishes minimum level of service ("LOS") standards for those capital facilities necessary to support development and provides an inventory of capital facilities and a forecast of future facility needs; and

WHEREAS, the 2015 CFP identifies the following public capital facilities as necessary to support development: fire protection services, surface transportation, parks and recreation, surface water management, electric power, schools, public wastewater, and public water supply; and

1 WHEREAS, Snohomish County Code (SCC) 4.26.024 requires the Snohomish County
2 Executive, on an annual basis, to prepare a six-year capital improvement program for the next
3 six fiscal years pursuant to the Snohomish County Charter (the "County Charter") and the GMA;
4 and

5
6 WHEREAS, section 6.50 of the County Charter requires the County Council to adopt a six-
7 year capital improvement program as an adjunct to the annual budget, including a balance of
8 proposed expenses and potential revenue sources; and

9
10 WHEREAS, the six-year capital improvement program is the document developed by the
11 County to detail the funding sources for County capital projects over the next six years and
12 assess whether funding sources and regulatory mechanisms are sufficient to maintain the
13 minimum LOS for those capital facilities necessary to support development; and

14
15 WHEREAS, pursuant to the County Charter and the SCC, the County Council plans to
16 update its six-year capital improvement program concurrently with the 2017 budget process;
17 and

18
19 WHEREAS, the Snohomish County Planning Commission (the "Planning Commission")
20 held a public hearing to consider the County's 2017-2022 Capital Improvement Program ("2017-
21 2022 CIP") on September 27, 2016; and

22
23 WHEREAS, at the conclusion of the public hearing, the Planning Commission voted to
24 recommend adoption of the 2017-2022 CIP as shown in its recommendation letter dated
25 September 27, 2016; and

26
27 WHEREAS, the County Council held a public hearing on November 14, 2016, to consider
28 the Planning Commission's recommendations as well as public testimony on the 2017-2022
29 CIP; and

30
31 WHEREAS, the County Council considered the 2017-2022 CIP, which is attached as
32 Exhibit A, concurrently with the 2017 budget; and

33
34 WHEREAS, the County Council considered the entire hearing record including the Planning
35 Commission's recommendation and written and oral testimony submitted during the public
36 hearings;

37
38 NOW, THEREFORE, BE IT ORDAINED:

39
40 Section 1. The County Council adopts the following findings in support of this ordinance:

41
42 A. The foregoing recitals are adopted as findings as if set forth in full herein.

43
44 B. The ordinance adopts the County's 2017-2022 CIP.

45
46 C. The 2017-2022 CIP was developed for compliance with the following GMA
47 requirements:

- 48
49 1. RCW 36.70A.070(3) "A capital facilities plan element consisting of: (a) An
50 inventory of existing capital facilities owned by public entities, showing the

1 locations and capacities of the capital facilities; (b) a forecast of the future needs
2 for such capital facilities; (c) the proposed locations and capacities of expanded
3 or new capital facilities; (d) at least a six-year plan that will finance such capital
4 facilities within projected funding capacities and clearly identifies sources of
5 public money for such purposes; and (e) a requirement to reassess the land use
6 element if probable funding falls short of meeting existing needs and to ensure
7 that the land use element, capital facilities plan element, and financing plan
8 within the capital facilities plan element are coordinated and consistent. Park and
9 recreation facilities shall be included in the capital facilities plan element." The
10 2017-2022 CIP includes a six-year financing plan for all of the County's capital
11 facilities. The 2017-2022 CIP also assesses the adequacy of funding and
12 regulatory mechanisms for those public capital facilities necessary to support
13 development to maintain their respective minimum level of service (LOS).
14

- 15 2. GMA planning Goal 12 (RCW 36.70A.020(12)) "Public facilities and services.
16 Ensure that those public facilities and services necessary to support
17 development shall be adequate to serve the development at the time the
18 development is available for occupancy and use without decreasing current
19 service levels below locally established minimum standards." The 2017-2022 CIP
20 specifies proposed funding sources for the planned capital facilities and contains
21 a "statement of assessment" which addresses the need for a reassessment of
22 land use or other comprehensive plan elements if there is a projected shortfall in
23 revenue (between 2017 and 2022) that causes the LOS for a facility classified as
24 necessary to support development to fall below the minimum level identified in
25 the capital facilities plan. The statement of assessment portion of the 2017-2022
26 CIP finds that there are no funding shortfalls or regulatory inadequacies that
27 would affect the ability to maintain the minimum LOS for those capital facilities
28 necessary to support development.
29

30 D. The 2017-2022 CIP was developed for consistency with Puget Sound Regional Council
31 Vision 2040 Multicounty Planning Policies (MPP) including: MPP-PS-2 "Time and phase
32 services and facilities to guide growth and development in a manner that supports the
33 regional vision." The County's CFP and the 2017-2022 CIP align with the regional vision
34 to direct growth into urban areas where adequate public infrastructure and services are
35 available or can be provided in an efficient manner by establishing minimum LOS for
36 those public capital facilities necessary to support development and by ensuring that
37 adequate funding and regulatory mechanisms are in place to maintain those minimum
38 LOS.
39

40 E. The 2017-2022 CIP was developed for consistency with Snohomish County Countywide
41 Planning Policy (CPP) PS-13 "Jurisdictions should adopt capital facilities plans, and
42 coordinate with other service providers, to provide the appropriate level of service to
43 support planned growth and development in Urban Growth Areas." The 2017-2022 CIP,
44 a component of the County's CFP, is developed through a coordinated and collaborate
45 process between the County and non-County service providers of public capital facilities
46 such as schools, water and sewer infrastructure and services, and electric power.
47

48 F. The 2017-2022 CIP was developed to comply with and implement the following County
49 directives:
50

1. Section 6.50 of the County Charter "...The county council in considering the budget ordinance proposed by the county executive, may delete or add items, may reduce or increase the proposed appropriations and may add provisions restricting the expenditure of certain appropriations, provided that the county council shall adopt a six (6) year capital improvement program as an adjunct to the budget, including a balance of proposed expenses and potential revenue sources." The County's annual capital improvement program, including the 2017-2022 CIP, is considered and adopted as part of the annual budget.
2. SCC 4.26.024 "The executive shall on an annual basis prepare a capital improvement program for the next six fiscal years pursuant to the county charter and chapter 36.70A RCW." The County's annual capital improvement programs, including the 2017-2022 CIP, are developed for compliance with state and local requirements, and is considered and adopted as part of the annual budget.
3. GPP Objective CF 1.B "Develop a six-year financing program for capital facilities that meets the requirements of the GMA, achieves the county's levels-of-service objectives for county roads and is within its financial capabilities to carry out." The 2017-2022 CIP contains: 1) an adequate financing plan for all County capital facilities, including those necessary to support development, 2) the minimum LOS for those capital facilities necessary to support development, including roads and transit, and 3) a statement of assessment that finds adequate funding and regulatory mechanisms in place to maintain the minimum LOS for those capital facilities necessary to support development.

G. The 2017-2022 CIP will comply with and implement the following goals, objectives, and policies of the GPP because it is developed in coordination with other providers of public capital facilities and it provides: 1) a six-year financing plan for all County and non-County capital facilities that identifies the funding sources, projects, and schedule, and 2) an assessment of the adequacy of funding and regulatory mechanisms for those public capital facilities necessary to support development to maintain their established minimum LOS:

1. TR Policy 7.A.5 "A locally and regionally coordinated six-year program shall be prepared that finances transportation improvements within projected funding levels and clearly identifies sources of public money."
2. PR Policy 3.A.1 "Apply a level-of-service method to: monitor the level-of-service of park facilities necessary to support development; identify priority parks projects that are necessary to support development; and provide a basis for collecting and allocating park impact mitigation fees."
3. Objective CF 6.A "Update the six-year CIP to include a capital program to efficiently provide quality work space for existing and projected future staffing levels through the year 2035."
4. CF Policy 1.B.1 "The county shall prepare and adopt, a six-year capital improvement program (pursuant to County Charter) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects."

5. Goal CF 9 "Coordinate with non-county facility providers such as cities and special purpose districts to support the future land use pattern indicated by this plan."
6. Objective CF 10.A "Assist school districts in developing capital facilities plans that clearly depict levels of service and how they will serve existing and projected student enrollments."
7. Goal CF 11 "Water supply systems shall provide sufficient fire flow, as established by county development regulations, in order to provide protection at a level of service commensurate with the planned intensity of future development adopted in the comprehensive plan."
8. Goal UT 2 "Work with provider agencies of Snohomish County to help ensure the availability of a reliable, high quality water supply for all households and businesses within the county in a manner that is consistent with the comprehensive plan and protection of the natural environment."
9. Goal UT 3 "Work with cities and special districts to produce coordinated wastewater system plans for both incorporated and unincorporated areas within UGAs that are consistent with the land use element and city plans."
10. Goal UT 4 "Assist electric utility providers in fulfilling their public service obligations through planning for adequate system capacity to accommodate forecasted growth in a manner that is consistent with the comprehensive plan and protection of the natural environment."

H. Procedural requirements.

1. The proposal is a Type 3 legislative action pursuant to SCC 30.73.010.
2. The environmental impacts of this proposal are within the range of impacts analyzed by the draft environmental impact statement (DEIS) and final environmental impact statement (FEIS) during the update to the GMACP in 2015. No new probable significant adverse environmental impacts from this ordinance have been identified. Therefore, State Environmental Policy Act (SEPA) requirements with respect to this non-project action have been met through issuance on September 1, 2016, of Addendum No. 9 to the FEIS for the 2015 Comprehensive Plan Update.
3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was transmitted to the Washington State Department of Commerce ("Commerce") for distribution to state agencies on August 30, 2016.
4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC.
5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in December of 2015 entitled "Advisory

Memorandum: Avoiding Unconstitutional Takings of Private Property" to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General's 2015 advisory memorandum was used by Snohomish County in objectively evaluating the regulatory changes proposed by this ordinance.

- I. This ordinance is consistent with the record as set forth in PDS staff reports relating to this proposal dated August 9, 2016, and September 13, 2016.

Section 2. The County Council makes the following conclusions:

- A. The 2017-2022 CIP is consistent with and complies with the procedural and substantive requirements of the GMA.
- B. The 2017-2022 CIP is consistent with and implements the MPPs, CPPs, and GPP.
- C. All SEPA requirements with respect to this non-project action have been satisfied.
- D. This proposal does not result in an unconstitutional taking of private property for a public purpose and does not violate substantive due process guarantees.

Section 3. The County Council bases its findings and conclusions on the entire record of the Planning Commission and the County Council, including all testimony and exhibits. Any finding which should be deemed a conclusion, and any conclusion which should be deemed a finding, is hereby adopted as such.

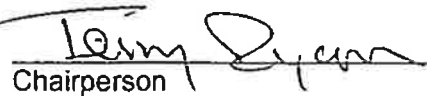
Section 4. The 2017-2022 CIP, attached hereto as Exhibit A and incorporated by reference to this ordinance, is hereby adopted as the six-year capital improvement program required by the GMA, County Charter, MPPs, CPPs, SCC, and GPP based on the foregoing findings of fact and conclusions.

Section 5. The 2017-2022 CIP adopted by this ordinance supersedes all other County capital improvement programs. The 2017-2022 CIP shall control in the event of any inconsistency between the 2017-2022 CIP and any other capital improvement program adopted by the County.

Section 6. Severability and Savings. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid by the Growth Management Hearings Board, or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

PASSED this 14th day of November, 2016.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Chairperson

ATTEST:


Clerk of the Council

(1) APPROVED
() VETOED
() EMERGENCY

DATE: 11/28, 2016


Snohomish County Executive

ATTEST:



Approved as to form only:

Deputy Prosecuting Attorney

D-23

ATTACHMENT B

Priority Package Detail

Snohomish County 2019 Budget - Council Adopted 11/19/2018
Priority Package Detail

Package Type CIP - Capital

Department: 09 Parks And Recreation

Short Name: 09 Parks City Partnerships Projects CIP Pkg

Package ID #: 619

Category: Community

Description: Replaces narrative of CITY PARTNERSHIPS in Community Parks CIP with detailed projects from each Snohomish County Council District; sets out \$150,000 in funding for each district for a total of \$750,000 for all projects. No change in total use of REET 2.

CEDAR FIELD IMPROVEMENTS: Installation of artificial turf throughout the entire baseball field utilized for play. New field lighting will also be installed. Project is in partnerships with the City of Marysville.

Prior Year Balance: \$0
2019: \$50,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

TERRACE PARK IMPROVEMENTS: Addition of structured terraces for seating for special events at amphitheater as well as improved ADA accessibility. Project in partnership with the City of Arlington.

Prior Year Balance: \$0
2019: \$40,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

FRANK MASON PARK IMPROVEMENTS: Improvements to the existing gravel parking area to provide expanded parking, ADA accessibility, and improved water quality from parking lot runoff. Project in partnership with the City of Granite Falls.

Prior Year Balance: \$0
2019: \$35,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

WHITEHORSE PARK IMPROVEMENTS: Infrastructure improvements to support increased camping availability. Improvements to enhance park amenities. Project in partnership with Town of Darrington.

Prior Year Balance: \$0
2019: \$25,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

Snohomish County 2019 Budget - Council Adopted 11/19/2018
Priority Package Detail

Package Type CIP - Capital

Department: 09 Parks And Recreation

Short Name: 09 Parks City Partnerships Projects CIP Pkg

Package ID #: 619

Category: Community

HERON PARK IMPROVEMENTS: Improvement of playground equipment including swings, slides, and related items. Project is in partnership with the City of Mill Creek.

Prior Year Balance: \$0
2019: \$150,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

LAKE TYE IMPROVEMENTS: Replacing grass with artificial turf for a multi-sport ball field. Project in partnership with the City of Monroe.

Priory Year Balance: \$0
2019: \$150,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

CIVIC PARK IMPROVEMENTS: Funding towards various projects, including the addition of a gathering plaza with a water feature, a walking path around the perimeter, a multi-use sport court and exercise equipment, a picnic area, and restroom. Project is in partnership with the City of Edmonds.

Prior Year Balance: \$0
2019: \$150,000 (REET 2)
Future Years: 2020 - \$150,000 (REET 2); 2021 - \$150,000 (REET 2)

Project Start/End Date: 2019

EVERETT PARKS PROJECT: Project in partnership with the City of Everett.

Prior Year Balance: \$0
2019: \$80,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

MUKILTEO LITTLE LEAGUE: Field improvements. Project in partnership with City of Mukilteo.

Prior Year Balance: \$0

Snohomish County 2019 Budget - Council Adopted 11/19/2018
Priority Package Detail

Package Type CIP - Capital

Department: 09 Parks And Recreation

Short Name: 09 Parks City Partnerships Projects CIP Pkg

Package ID #: 619

Category: Community

2019: \$50,000 (REET 2)

Future Years: \$0

Project Start/End Date: 2019

MUKILTEO WATERFRONT PROMENADE: Project in partnership with City of Mukilteo.

Prior Year Balance: \$0

2019: \$20,000 (REET 2)

Future Years: \$0

Project Start/End Date: 2019

Justification:

SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

EXPENDITURE/NEW REVENUE DETAIL:

CIP - Capital:

Fund	SubFund	Division	Program	SubProgram				
309	001	Parks Construction	944 Community	033 City Parks Bond				
<u>Category:</u>			2019	2020	2021	2022	2023	2024
309.51094403325211	City Prks-Pass Thru Fnds-R		\$150,000	\$150,000	\$150,000	\$0	\$0	\$0
309.51094403325211	City Prks-Pass Thru Fnds-R		\$150,000	\$0	\$0	\$0	\$0	\$0
309.51094403325211	City Prks-Pass Thru Fnds-R		\$150,000	\$0	\$0	\$0	\$0	\$0
309.51094403325211	City Prks-Pass Thru Fnds-R		\$150,000	\$0	\$0	\$0	\$0	\$0
309.51094403325211	City Prks-Pass Thru Fnds-R		\$150,000	\$0	\$0	\$0	\$0	\$0
309.51094403325211	City Prks-Pass Thru Fnds-R		\$150,000	\$0	\$0	\$0	\$0	\$0
309.51094403325211	City Prks-Pass Thru Fnds-R		(\$750,000)	\$0	\$0	\$0	\$0	\$0
Program Totals			\$0	\$150,000	\$150,000	\$0	\$0	\$0
GRAND TOTAL - CIP EXPENDITURES:			\$0	\$150,000	\$150,000	\$0	\$0	\$0

CIP - Funding Source:

Funding Source	2019	2020	2021	2022	2023	2024
REET II		\$150,000	\$150,000	\$0	\$0	\$0
GRAND TOTAL - CIP REVENUES:		\$150,000	\$150,000	\$0	\$0	\$0

ATTACHMENT C

WRITTEN REQUEST FOR COUNTY FUNDS



City of Arlington

Administration

Barbara Tolbert, Mayor

Nate Nehring
Councilman District 1
Snohomish County Council

October 1, 2018

Dear Nate Nehring,

Please consider a funding partnership for Arlington park project, Terrace Park amphitheater reconstruction, in the proposed county budget for 2019. Terrace Park amphitheater will be reconstructed so that the grass hillside has structured terraces for seating for special events such as concerts. The construction project will also address ADA accessibility. The estimated cost for the full project is \$75,000 to \$100,000.

Thank you,

A handwritten signature in cursive script that reads "Barbara Tolbert".

Barb Tolbert
Mayor, City of Arlington

ATTACHMENT D

DESCRIPTION OF PROJECT

D

Attachment D.

Terrace Park Amphitheater Reconstruction Project February, 2019

Description of Project:

Terrace Park amphitheater will be reconstructed so that the grass hillside has structured terraces for seating for special events such as concerts. The seating areas will be approximately 4 feet in depth. The construction project will also address ADA accessibility and will include a paved seating area at the top of the hill. The excavation will require removing 10 evergreen trees at the top of the hill because their roots will be impacted with the hill reconstruction. For tree mitigation we will be planting 20 trees onsite and 10 offsite. The final step will be hydroseeding the terraces



ATTACHMENT E

DESCRIPTION OF PROPERTY AND PROOF OF CITY OWNERSHIP OF PROPERTY

[Home](#)[Other Property Data](#)[Help](#)[Property Search](#) > [Search Results](#) > Property Summary

Property Account Summary

3/20/2019

Parcel Number	31050200400600	Property Address	UNKNOWN UNKNOWN , UNKNOWN,
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General Information

Property Description	SEC 02 TWP 31 RGE 05RT-16) BEG NE COR SE1/4 SE1/4 TH W ON 1/16 LN 216.8FT TPB TH S 459FT M/L N LN 5TH ST TH W ON N LN 5TH ST 294.7FT TH N 459FT M/L TO N LN SE1/4 SE1/4 TH E ON SDN LN TPB
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00110

Property Characteristics

Use Code	749 Other Recreation NEC
Unit of Measure	Acre(s)
Size (gross)	3.58

Related Properties

No Related Properties Found

Parties

Role	Percent	Name	Address
Taxpayer	100	ARLINGTON CITY OF	238 N OLYMPIC, ARLINGTON, WA 98223 United States
Owner	100	ARLINGTON CITY OF	18204 59TH DRIVE NE, ARLINGTON, WA 98223 United States

Property Values

Value Type	Tax Year 2019	Tax Year 2018	Tax Year 2017	Tax Year 2016	Tax Year 2015
Taxable Value Regular					
Exemption Amount Regular	\$331,500	\$259,500	\$231,500	\$214,000	\$192,200
Market Total	\$331,500	\$259,500	\$231,500	\$214,000	\$192,200
Assessed Value	\$331,500	\$259,500	\$231,500	\$214,000	\$192,200
Market Land	\$328,000	\$256,000	\$228,000	\$210,500	\$188,500
Market Improvement	\$3,500	\$3,500	\$3,500	\$3,500	\$3,700
Personal Property					

Active Exemptions

Government Property

Events

Effective Date	Entry Date-Time	Type	Remarks
No Events Found			

Tax Balance

No Available Tax Charges Information for this Property at the Moment.

[Installments Payable/Paid for Tax Year\(Enter 4-digit Year, then Click-Here\):](#) 2019
Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
TOTAL				

Levy Rate History

Tax Year	Total Levy Rate
2018	11.674595
2017	11.441932
2016	12.192001

Real Property Structures

Description	Type	Year Built	More Information
No Real Property Structures Found			

Receipts

Date	Receipt No.	Amount Tendered to Parcel	Receipt Total
No Receipts Found			

Sales History

Sale Date	Entry Date	Recording Date	Recording Number	Sale Amount	Excise Number	Deed Type	Transfer Type	Grantor(Seller)	Grantee(Buyer)	Other Parcels
No Sales History Found										

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
2408000	31	05	02	SE	View parcel maps for this Township/Range/Section

Printable Version

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ATTACHMENT F

CITY'S ROLE IN THE PLANNING, DESIGN, CONSTRUCTION, MAINTENANCE, AND OPERATION OF THE PROJECT

Attachment F

City of Arlington's Role in the Planning, Construction, Maintenance and Operation of the Project

Terrace Park, terrace reconstruction project

March, 2019

The City of Arlington has identified the design elements of the reconstruction of the terraces. The City will ensure that funding sources, interlocal agreements and other processes are followed.

The City is evaluating the existing conditions and is creating the construction documents. The project will be competitively bid and the City will provide construction administration services during the project.

The City is planning to go to bid spring 2019 with construction during summer/fall of 2019.

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